Jeanne R. Colvin
Finance Director

Birthplace of the
Council-Manager
Form of Government

116 W. Beverley Street
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REQUEST FOR PROPOSALS
FOR
THE CITY OF STAUNTON, VIRGINIA

August 14, 2014

GENERAL INFORMATION

The City of Staunton is seeking proposals from qualified contractors to provide and install a complete parking access and revenue control system (PARCS) and associated equipment as specified herein. Project will be a turn-key operation.

All proposals must be delivered to:

Mail To:	Overnight To:
Cynthia A. Steed	Cynthia A. Steed
Supervisor of Purchasing	Supervisor of Purchasing
P.O. Box 58	116 W Beverley St., 3rd Floor
Staunton, VA 24402-0058	Staunton, VA 24401

(540) 332-3819

ALL PROPOSALS MUST BE RECEIVED BY 4:00 P.M. LOCAL TIME, SEPTEMBER 8, 2014.

The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Supervisor of Purchasing by the designated date and hour. **Facsimile and e-mail submittals are not acceptable.**

All offerors shall abide by all applicable State and Federal laws. The City does not discriminate against small and minority businesses or faith-based organizations.

INQUIRIES CONCERNING RFP

Any questions or comments concerning this Request for Proposal should be directed to:

Mark Holland, Traffic Engineering Superintendent
City of Staunton
P. O. Box 58
Staunton, VA 24402-0058
540-332-3899 (office)
hollandmp@ci.staunton.va.us

SPECIFICATIONS FOR REQUEST FOR PROPOSAL
FOR
CITY OF STAUNTON, VIRGINIA
PARKING ACCESS AND REVENUE CONTROL SYSTEM

I. BACKGROUND

The City of Staunton is requesting proposals from qualified contractors to provide and install a Parking Access and Revenue Control System (PARCS) and associated equipment suitable to the needs outlined herein. Systems proposed must be easily upgradeable to new technology and components with easily accessible enforcement systems on site. **System brochures and specifications must be included in proposal package.**

The City of Staunton operates several parking facilities. One of these facilities, the New Street Parking Garage, has several different methods for access:

- Monthly parking customers purchase monthly access cards;
- Stonewall Jackson Hotel patrons use the room keys issued to them;
- Hourly customers must take a ticket between the hours of 9:30AM and 5:30PM.

Using a courtesy card, hotel room key or taking a ticket triggers one of two entrance gates to open (two entry points).

Upon exiting the parking facility, four (4) options are available:

- A monthly access card may be used to raise the exit gate;
- A hotel room key may be used to raise the exit gate;
- An entry ticket may be presented to the parking attendant when on duty;
- After 5:30PM hourly patrons must pay a flat fee of $1.00 to exit through an automated machine.

When on duty, the parking attendants are required to check every customer as they leave. Customers with tickets are required to pay the hourly rate, while customers with monthly cards or hotel room keys have paid in advance.

Currently, the payment process for hourly customers requires the parking attendant to key in the entry time into a fee computer which in turn computes the charge to the customer.

While the ticket dispensers are tied to their respective entrance gate, there is no connection to the fee computer or exit gate. There is also no current ability for credit card charges. There is a manual override button for each of the entrance and exit gates in the attendant's booth, neither of which is tied to the fee computer. The manual override is primarily used to allow hotel guests who have turned in their room key to exit. However, the system does not track how many times

this device is used during a shift. This potential loss of income has prompted the City to request proposals for more sophisticated Parking Access and Revenue Control Equipment at this facility.

II. GENERAL REQUIREMENTS

1. All interested contractors are required to visit the job site prior to submitting proposals. At the time proposals are received, each contractor will be presumed to have inspected the parking facility and to have satisfied himself as to the nature and location of the work, the character of the equipment and facilities needed preliminary to and during the execution of the work, general conditions and all other matters which in any way affect work under this contract.

2. Bid Addenda: Prior to submitting their bid, it is the bidder's responsibility to check the City web-site (**http://www.staunton.va.us/solicitations**) for any addenda associated with this Request for Proposals. Any addenda issued will be available on the City web site by noon on Thursday, September 4, 2014.

3. This purchase is intended to be a turnkey operation. Therefore, pricing shall include all supervision, materials, equipment, labor, tools, and services required to ensure proper installation and operation of the automated parking equipment listed herein. Any items not specifically listed but required to provide a complete system shall be considered a part of the proposal.

4. During the course of the work, the contractor shall cause as little inconvenience as possible to the Public, City employees or scheduled activities, and shall maintain the work site free from any conditions that may result in danger or nuisance to the public.

5. Appropriate City personnel will make payment for all completed work only after final approval and acceptance of equipment installed.

6. All material shall be new and the installation shall meet all applicable local, State, and Federal codes.

7. Any required City permits must be obtained by the contractor but will be provided at no cost. The contractor shall obtain the required business license from the City of Staunton Commissioners of Revenue's Office before beginning work.

8. A tax-exempt certificate will be provided to the successful contractor.

III. TECHNICAL SPECIFICATIONS

The ideal parking access and revenue control system (PARCS) equipment will be an integrated system with all ticket dispensers, card readers, gates and fee equipment synchronized and linked together. This will enable (1) gate actuations, (2) cards to be read, (3) tickets issued to be recorded, and (4) a "lot full" condition that will restrict entrance until parking is available, and

(5) reports to be generated by totals and divided by category. This type of system will allow a "check and balance" audit to be compared to attendant collections.

The proposed system must integrate with the hotel magnetic stripe room keys currently in use. Programming of hotel cards is accomplished by the use of Onity brand hotel room cards and Onity Model HT24 which encodes room number assigned and checkout date.
The City intends to use the existing cashier booth. Therefore, the facility management computer system and cashier equipment, to include fee computer, ticket validator/programmer and receipt printer equipment, must be housed in this booth.

The Contractor shall submit a proposal to provide all material, equipment, labor, and supervision to install, retrofit, and warrant parking control equipment with the following **minimum** features:

1. **Construction:** All exterior equipment shall be all weather, heavy gauge aluminum construction, with all seams welded and have an element resistant finish. All interior housings will incorporate a powder-coated or stainless steel case with a front access door with safety locks. Equipment shall have maximum corrosion protection. All doors shall be gasket sealed with flush-mounted locks. Similar equipment will be keyed alike. All electrical control components shall be factory sealed, plug-in components, which are readily changeable as a package. The contractor will be responsible for all saw cuts, conduit, concrete work, repair of concrete and asphalt damaged or opened during installation. Facilities shall be returned to original condition upon completion of work.

2. **Facility Management System**: Proposals shall include a computer system to fully operate and configure the Parking Access and Revenue Control equipment. Computer shall be configured to run all of the required software applications to generate the required reports and store a minimum of 365 days of fully processed transactions. The computer system provided shall include all necessary equipment required to perform all Parking Access and Revenue Control operations to include, but not be limited to:

    a. Facilitating guest pass card programming for authorizing and locking out monthly card pass holders.
    b. Accepting all major credit cards without field alteration to any device, whether or not the individual credit cards are being accepted at the time of final acceptance of the System, to include MasterCard, Visa, American Express and Discover Card. (Note: The System provider must have their FMS Payment Application VISA CISP certified in order to accept credit card payments. Credit card services must not be tied to any specific merchant services provider and must be able to support any Payment Card Industry (PCI) compliant gateway and merchant account without additional fees or charges from the vendor or equipment provider.) Please provide a list of eligible merchant accounts.
    c. Supporting built-in magnetic and chip readers for EMV technology credit card operations.
    d. Supporting audit functions by monitoring system operations and generating required reports for transient (daily), monthly (contract), and validated parking by hourly, daily and monthly increments.

e. Compiling hourly, monthly and hotel guest entry and exit information and triggering a "Parking Garage Full" condition when certain programmable thresholds have been met.
f. Triggering externally mounted signs at both entrances to illuminate "Parking Garage Full" signs. In this event, triggering entrance Ticket dispensers to stop issuing transient parking tickets, allowing only monthly and hotel guest access.
g. Installing software updates for the Parking Access and Revenue Control System server, lane equipment and facility management software upon release of revisions to the installed software products, without charge, for not less than five (5) years.

3. **Ticket Dispensers:** The Ticket Dispenser integrated card reading device shall use a single slot technology to allow both hotel card and/or credit cards to be read by the same device. When a vehicle is detected in the entry lane, units shall issue a standard magnetic or bar code style ticket, emit an audible message to alert patron that ticket has been issued, and, once the ticket has been removed, send a pulse to open the parking gate. Tickets shall be a type which can be purchased from any major ticket company (eg., Butts, Toledo, etc.). Tickets must have time and date of issue and chronological number on the ticket which can be read by the ticket validator. Units must have ability to issue tickets with alternate rates for special event parking and the capability to read both monthly parking passes and hotel guest cards through the use of an integrated card reading system. Units shall create a message and forward them to the Facility Management system for tracking, to include "Ticket Issued," "Monthly Pass # XX Access Granted," or "Hotel Access Room # XX Granted".

4. **Proximity Card Reader:** Based on proximity chip technology, proximity card reader shall control access to parking for monthly parkers and exit from the parking facility. System shall integrate monthly access parking card programming and reading into the parking access and revenue control system.

5. **Garage Full Sign: Signs will be located at each entrance to the garage and will utilize LED technology.** Based on the number of vehicles entering the facility, the internal counting system will automatically control the sign, either illuminating "Garage Open" or "Garage Full."

6. Ticket Validator: The ticket validator shall be located in the attendant booth and shall be utilized for processing bar or magnetically coded parking tickets, whichever method is used by the ticket dispensers selected. Validated ticket information will be transferred to the fee computer for further action by the attendant and stored in the Fee Computer/Host Server Computer for audit report purposes.

7. **Intercom:** An Intercom System shall be supplied to connect the attendant booth to the remote entrance gate at the lower level. It will contain push-to-talk hardware at both locations for ease of use by patrons and employees alike. At the Gate Side when a patron presses the "Push to Call Attendant" button it will trigger an audible tone at the attendant booth to alert attendant a customer requires assistance.

8. **Fee Computer:** The Fee Computer must be meet or exceed the following functional and performance requirements:

    a. Must operate as a stand-alone device that fully performs all fees, computing ticket reading and processing capabilities whether or not a network connection is not used or interrupted. (At the current time no connection to the internet exists at the attendant's booth.)
    b. Shall have non-volatile memory to back-up at least 2,000 detailed transactions in the event of off-line operation.
    c. Shall include a Flat Panel Display and incorporate a single cash drawer for parking attendant use, and a fee display unit housed outside the attendant booth for patron use.
    d. Shall validate transactions and accept cash, checks, tokens, all major credit cards, and combinations of various types of payments.
    e. Shall have one device capable of handling both credit card transactions and hotel cards.
    f. Shall provide a configurable setting to the operator for masking the credit card number on the merchant receipt copy, masking of the credit card number on the journal tape, or both.
    g. Shall be able to support multiple Rate Structures and Discounts, program a five minute grace time period for the first hour and subsequent hours, and discount a four hour charge for handicapped patrons.
    h. Must support multiple transaction types (normal ticket, lost ticket, damaged ticket, void previous transaction, etc.).
    i. Shall have the ability to generate detailed reports to include in-lane reports (Cashier Shift Report, several different levels of Summary Reports), gate operation counts, and entry and exit reports both in summary and detailed format separated by transient, monthly and hotel guest counts.
    j. While system will normally operate as a real time device, it may be network connected to a host server, but shall not be required to be connected to operate.
    k. Shall store the current time and date for at least 24 hours in the event of a commercial power failure.
    l. Programming mode will be password protected for uploading field programmable operation parameters.
    m. Shall include all hardware and software for performing credit card reading even if the method is not incorporated at installation.

9. **Fee Display:** The Fee Display Unit must illuminate the parking fee, change, and current time in a large, easy-to-read high intensity display for the patron.

10. **Receipt Printer:** Receipt printer shall be connected to the fee computer and shall utilize thermal paper to provide a receipt printout upon customer request. The thermal paper required must be a standard size available at most office supply stores.

11. **Automatic Gates and Gate Controller:** Three (3) automatic gates shall be provided and installed, one at each of the two entrances and one at the exit. Gate arms shall be ten (10) feet long, cantilevered if necessary and faces treated with reflective alternating diagonal yellow and white stripes. Gates shall normally operate as real time devices connected to the fee computer. Remote control of the gate shall be available to the operator through the Fee Computer controls. The auto gate shall supply a status message to the Facility Management System computer including "Gate Up, Gate Down, loop presence lane counts, and alarms." Gate shall contain an Auto Stop feature to ensure the parking gate immediately stops its downward travel cycle if the gate closing detector senses the presence of a vehicle.

    Gate controller shall generate and store counts, monitor lane operations, provide related lane status information, and report such information either through a display on the controller in the lane and remotely at the Facility Management System computer. The gate controller must be a plug-in type installation with manual up/normal/down operation. It shall have built-in diagnostics and metering tools and shall display and store a history of events to facilitate timely problem diagnosis and probable cause for certain alarm and "Off Line" conditions.

12. **Vehicle Detectors:** Vehicle detectors will be installed at each facility entrance and exit to identify the presence of vehicles and operate the respective gates. The detectors shall be auto-tuning.

13. **Remote Proximity Card Programmer:** There will be two units that enable programming monthly access into the system – one at the attendants' booth and the other in City Manager's Office. Both units will have the capability to initially program monthly access cards as well as register monthly payments to the account. Contractor shall provide all needed wiring, controls and other electrical devices and materials for all required inter-facility connections. The system shall validate or void the card access. System shall include 250 monthly cards for programming and the ability to order more cards at a future date.

14. **Remote Ticket Programmer**: Two units will be provided which will incorporate the ability to remotely program "special Event" ticket vouchers for pre-paid, special parking. One unit will be located in the hotel and one in the attendant's booth. **NOTE**: This can be combined with the Ticket Validator if available.

15. **Remote Operator Pay Station**: Proposed system will include a remote operated pay station conveniently located to enable customers to pay and exit during periods when the attendant booth is unattended. The unit shall be interconnected with the fee computer or host server computer to allow all facets of operation. It will contain a built-in magnetic integrated card reading device to allow for credit card transactions and hotel cards to be read by the same device. Monthly proximity cards will also be recognized. The unit must be able to accept credit cards or US currency for payment. US currency will include, but is not limited to $1, $5, $10 and $20 bills. The remote pay station shall be able to provide change in $1, $5 and quarters. Pay station will be equipped with a thermal receipt printer.

The unit shall be designed to separate the money handling and service sides of the device to enhance overall security control.

16. **Credit Card Readers:** The PARCS system shall not save the card data internally. All credit card readers **must be upgradable** to the proposed EMV technology scheduled to be introduced in the United States in 2015.

17. **Auditing Capability:** The software package provided shall include report-generating modules for on-line real time reporting to assist in auditing parking activities. At a minimum, system shall be able to report:

    a. Transient parking entry and exit activity.
    b. Entry and exit gate cycles.
    c. Cashier shift transactional and revenue data.
    d. Daily facility transactional and revenue data.
    e. Monthly facility transactional and revenue data – by attendant.
    f. Counts by device and exit detector and a facility summary report that summarizes these counts by device type for all such devices and counts in the facility.
    g. Management selectable report parameters for flexible and customized report generation, i.e., utilization, occupancy, revenue, validation, activity, etc.
    h. Consolidated audit and statistical reports to include general totals, activity counters, individual lane totals, attendant totals, cancelled transaction reports, validation reports, etc.

    Under no circumstances shall the stored raw transaction detail, summarized report audit data or non-resettable audit numbers generated by the parking devices be available for editing using the system application program.

    System shall include password-secured access rights to software functions based on defined system users and their operational needs. All password security shall have a corresponding record file, and shall create an audit trail of each user's access and use of the software system.

18. **Maintenance Contract:** Vendor must offer a minimum 2-year maintenance agreement that will cover all system hardware and software support and focus on preventive maintenance. Contract should include troubleshooting, installing upgrades, training and routine checks to achieve maximum performance. Contractor shall provide a toll-free number for 24/7 telephone support and service calls. At a minimum, Contractor shall:

    a. Respond to emergency calls within 24-hours Monday – Friday.
    b. Respond to emergency calls on weekends or holidays by the next working day after the weekend or holiday.
    c. Provide a minimum of two (2) preventive maintenance service checks per year at six month intervals, to include, at a minimum, adjusting belts, tightening hardware, checking all terminal connections and testing all functions for proper operation.

19. **Paperwork:** At the completion of equipment installation, Contractor shall provide the City all paperwork, including but not limited to, brochures, instruction manuals, specifications, blueprints, operations manuals (2 sets), Service Manual, Parts Book, Wiring Diagram, programming instructions and any other applicable technical information. Manuals shall be in English. ELECTRONIC MANUALS WILL BE ACCEPTED.

IV. ADDITIONAL REQUIREMENTS

1. TRAINING: Proposal pricing shall include complete training for City of Staunton employees for thorough system description, operation and programming after installation is complete. Additional training shall be provided, if needed or as requested, at prevailing rates throughout the length of the contract. At a minimum, training shall include:

    a) A minimum 1-day session for attendants on system use including normal and abnormal operations that could occur during attendant operation.
    b) A 2 day session for management team (minimum 2-days) including above operations, report generation and auditing functions.
    c) A minimum of four (4) hours of training for technician, operator and enforcement personnel to develop expertise in the maintenance and repair of the system(s) proposed, including, but not limited to Installation, Maintenance, Troubleshooting and repairs, Operations – programming, inventory, and collections, and Enforcement.

    A thorough outline of the training content and a training schedule for both software and hardware shall be included in proposal.

2. AFTER SALES SUPPORT: The successful contractor shall provide 24/7 telephone support and shall outline what additional support options are available, such as online knowledge databases.

3. PRICING: Identify, itemize, and price every component or sub-system required to perform satisfactorily as a fully functioning system. Any software, hardware, cabling, communications connections, printers, papers, batteries, ribbons, lubricants, adapters or other item required for proper operation as a working network of machines shall be offered during submittal. Identify and price any components that are recommended as "spare" or stocking repair parts or supplies to provide timely repairs for broken equipment.

4. AUTHORIZED DEALERS: Identify an authorized provider for installation, repairs, service, and warranty.

5. WARRANTY: Successful contractor shall agree to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost for a minimum period of one (1) year from the date of installation. Warranty shall not begin until the City has given the successful bidder written acceptance. **Extended warranty options shall be made available and outlined within the proposal.**

V. TERMS AND CONDITIONS

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective offerors to provide the required services. **At the same time, proposals should be concise (a maximum of 15 pages excluding detailed technical specifications).**

Offerors are required to submit the following items for a complete proposal:

1. Information as to the offeror's background and experience relative to the equipment and services being requested.

2. List of previous clients that may be contacted as reference. The contractor must have a minimum experience of three (3) projects of similar size and complexity that have been completed within the last two (2) years. Include customer name and contact information with telephone number.

3. Any other special experience and qualifications relative to this project.

4. A listing of specific environmental requirements, if any, which the City will need to meet prior to starting the work, e.g., power or space needs.

5. Specifications of the system(s) proposed.

6. Detailed costs itemized by system and options.

VI. REVIEW AND AWARD

To be considered for selection, offerors must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal.

Proposals shall be signed by an authorized representative of the offeror. Four (4) copies of the proposal must be submitted to the City. Each copy of the proposal should be bound in a single volume as practical. All documentation submitted with the proposal also should be bound in the single volume.

The following criteria, not necessarily listed in the order of importance, will be used in evaluating the responses to this RFP with weighting as determined in the sole discretion of the City:

1. Technical specifications for equipment to be provided as described in the proposal.

2. Ability of proposed system and equipment to meet the needs of the City.

3. Upgrade capabilities.

4. Proposed timeframe for installation and training.

5. Cost of system and system upgrades.

6. References.

7. Warranty provided

8. Follow-on Support.

To the extent allowable by law, the City of Staunton reserves the right to award future automated parking equipment installations to the successful contractor if terms for cost and materials are agreeable to both the City and the contractor for a period of 48 months from the date of the first purchase.

Cooperative Procurement: This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the contractor, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

PROCUREMENT GUIDELINES

I. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation of other than professional services, as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This Request for Proposal indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the proposal(s) that best suits the needs of the City.

The specific requirements for the contents of the proposals are contained in the RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of the City. In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

II. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the City.

The evaluation process shall be based upon the criteria set forth in Section VI of this request for proposals. Price will be considered but will not be the sole determining factor. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The City of Staunton shall endeavor to award the contract within sixty (60) days from receipt of proposals. Notice of award will be posted on the City Web Site. (**http://www.staunton.va.us/solicitation-results**)

III. PUBLIC INSPECTION OF PROCUREMENT RECORDS

Proposals submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any

interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

IV. ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

V. ANTI-DISCRIMINATION

By submitting their proposal, offerors certify to the City of Staunton that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act.

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror will state that such offeror is an equal opportunity employer.
c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The offeror will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

VI. DRUG-FREE WORKPLACE

By submitting their proposal, offerors certify to the City of Staunton that they will conform to the provisions of Section 2.2-4312 of the Virginia Public Procurement Act. offerors agree to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

VII. IMMIGRATION REFORM

By submitting a proposal, offerors certify that, they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

VIII. PROMPT PAYMENT ACT

Any contract awarded as a result of this Request for Proposal shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

IX. REJECTION OF PROPOSALS

The City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections of additions to the information contained herein.

Offerors are cautioned this is a Request for Proposal, NOT a request to contract.

X. COSTS FOR PROPOSAL PREPARATION

Any costs incurred by offerors in preparing or submitting proposals are the offeror’s sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposal.

XI. APPROPRIATIONS

The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

XII. FORUM SELECTION

Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.